

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED
JUL 23 2014
Judge James F. Holderman
United States District Court

FUJITSU LIMITED,

Plaintiff,

v.

TELLABS, INC.,
TELLABS OPERATIONS, INC., and
TELLABS NORTH AMERICA, INC.,

Defendants.

Nos. 09 C 4530

Judge James F. Holderman

OFFICIAL FINAL VERDICT FORM

We, the jury, unanimously find and report based on the evidence presented at the trial and the law provided to us in the Final Jury Instructions, the following as the verdict of the jury:

Question 1: Has Tellabs proven that Fujitsu in its May 27, 1996 letter and Patent Statement (Joint Exhibit 2) agreed it was willing to grant a license of Fujitsu's '737 Patent's technology on RAND terms in compliance with the ITU's Patent Policies?

Answer: Yes ☒ No ☐

If the answer to Question 1 is "Yes," please answer Question 2. If the answer to Question 1 is "No," please sign the verdict form and do not answer any other questions.

Question 2: Has Tellabs proven that Fujitsu's '737 Patent's technology is essential to (meaning the '737 Patent's technology is one of the alternative ways required to implement) one or more of the necessary specifications of the standardized technology recommended by the ITU-T Recommendation G.692 titled, "Optical interfaces for multichannel systems with optical amplifiers"?

Answer: Yes ☒ No ☐

If the answer to Question 2 is "Yes," please answer Question 3. If the answer to Question 2 is "No," please sign the verdict form and do not answer any further questions.

Question 3: Has Tellabs proven that Fujitsu breached its agreement that it was willing to grant a license of Fujitsu's '737 Patent's technology on RAND terms by:

- (a) Fujitsu not offering to grant Tellabs a license on RAND terms for Fujitsu's '737 Patent's technology?

Answer: Yes ☒ No ☐

- (b) Fujitsu filing a lawsuit against Tellabs seeking injunctive relief based upon the alleged infringement of Fujitsu's '737 Patent?

Answer: Yes ☒ No ☐

- (c) Fujitsu filing a lawsuit against Tellabs seeking a non-RAND royalty rate based on alleged infringement of Fujitsu's '737 Patent?

Answer: Yes ☒ No ☐

- (d) Fujitsu filing a lawsuit against Tellabs seeking damages in the form of lost profits based on alleged infringement of Fujitsu's '737 Patent?

Answer: Yes ☒ No ☐

- (e) Fujitsu filing a lawsuit against Tellabs alleging infringement of the '737 Patent that damaged Tellabs' business?

Answer: Yes ☒ No ☐

- (f) Fujitsu filing a lawsuit against Tellabs alleging infringement of the '737 Patent that required Tellabs to devote management attention and time, as well as other resources to defending the lawsuit, such as attorney's fees, expert fees, and related costs?

Answer: Yes ☒ No ☐

If the answer to any part of Question 3 is "Yes," please answer Question 4. If the answer to all parts of Question 3 is "No," please sign the verdict from, and do not answer any further questions.

Question 4: Has Tellabs proven that Tellabs would have been willing to negotiate a license of Fujitsu's '737 Patent's technology from Fujitsu on RAND terms in compliance with the ITU's patent policies, if Fujitsu had offered Tellabs RAND terms for such a license?

Answer: Yes ☒ No ☐

If the answer to Question 4 is "Yes," please answer question 5. If the answer to Question 4 is "No," please sign the verdict form and do not answer any further questions.

Question 5: Has Tellabs proven that Fujitsu was willful in Fujitsu's breach of its agreement that it was willing to grant a license on RAND terms for Fujitsu's '737 Patent's technology, in that Fujitsu's breach was intentional, knowing and with conscious disregard for Tellabs' rights, or alternatively, was done with reckless disregard for Tellabs' obvious or known rights?

Answer: Yes ☒ No ☐

If the answer to Question 5 is "Yes," please answer question 6. If the answer to Question 5 is "No," please sign the verdict form and do not answer any further questions.

Question 6: Has Tellabs proven by clear and convincing evidence that Fujitsu was willful in its breach of its agreement that it was willing to grant a license for its '737 Patent on RAND terms?

Answer: Yes ☒ No ☐

Please each sign and date below. Then notify the marshal. The Foreperson should bring this signed and dated Final Verdict Form into the courtroom to return the Jury's Verdict.